



NAILAH K. BYRD
CUYAHOGA COUNTY CLERK OF COURTS
1200 Ontario Street
Cleveland, Ohio 44113

Court of Common Pleas

New Case Electronically Filed:
January 30, 2018 11:36

By: CHRISTOPHER M. SAMS 0093713

Confirmation Nbr. 1288135

BRIAN KANE

CV 18 892251

vs.

Judge: MAUREEN CLANCY

AVI FOOD SYSTEMS, INC.

Pages Filed: 4

7. While working for Defendant, Defendant told Plaintiff that he needed to adjust the timecards of other employees so that the company could avoid paying time-and-a-half overtime wages to employees who had worked over forty hours in a workweek.

8. On multiple occasions, Plaintiff's manager, Chris Bender, told Plaintiff that he needed to falsely adjust employee time cards to prevent overtime payments.

9. Chris Bender also told Plaintiff to adjust time cards because that's what Chris Bender had done himself, and also because "9/10 GMs do that."

10. Plaintiff refused to make these improper adjustments to other employees' time cards.

11. Defendant terminated Plaintiff because he refused to make the improper adjustments to other employees' time cards.

12. After refusing to adjust time cards on multiple occasions, Defendant terminated Plaintiff's employment.

13. Plaintiff had refused to falsely adjust time cards the same week that Defendant terminated him.

14. During the termination meeting, Defendant told Plaintiff that he was not meeting certain expectations. Upon information and belief, Defendant expected Plaintiff to adjust time cards and fired him for refusing to meet this particular expectation.

15. Plaintiff opposed and complained about Defendant's unlawful practices pursuant to the Fair Labor Standards Act.

16. Plaintiff had a reasonable belief that Defendant was engaging in unlawful overtime wage practices by demanding that Plaintiff wrongly adjust employee time cards.

17. Defendant retaliated against Plaintiff by terminating him.

18. Defendant terminated Plaintiff because of Plaintiff's opposition to and complaint about Defendant's unlawful overtime wage practices.

19. Plaintiff has been damaged by Defendant's retaliation, including but not limited to lost wages and non-economic damages such as emotional pain, suffering, inconvenience, mental anguish, and loss of enjoyment of life.

20. Plaintiff has hired the undersigned counsel and has agreed to pay them reasonable attorney's fees and costs if they are successful on one or more of the claims set forth herein.

21. Plaintiff has consented in writing to become a party plaintiff in this lawsuit, and his written consent is attached hereto as Exhibit 1.

WHEREFORE, Plaintiff demands judgment against Defendant for his back pay, reinstatement or front pay, lost wages, lost bonuses, lost fringe benefits, any other compensatory damages, punitive damages, prejudgment interest at the statutory rate, post-judgment interest, attorney's fees and costs, and all other relief to which he is entitled.

JURY TRIAL DEMANDED.

Respectfully submitted,

/s/ Christopher M. Sams
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Christopher M. Sams, Esq.
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Counsel for Plaintiff

Brian Kane agrees and consents to become a party plaintiff in this lawsuit.

Brian Kane

EXHIBIT 1